the creation of a nuisance in its streets. *People* v. *Harris*, 203 Ill. 272, 67 N. E. 785; *Commonwealth* v. *Morrison*, 197 Mass. 199, 83 N. E. 415. There is some contrary authority which seems to allow the authorization of street obstructions which are public conveniences. *Wallace* v. *Canandaigua*, 117 N. Y. Supp. 912; *Savage* v. *Salem*, 23 Ore. 381, 31 Pac. 832. But these decisions are not consonant with the settled rule which requires strict construction of charters and statutes as to municipal powers. See 1 McQUILLIN, MUNICIPAL CORPORATIONS, § 353. Sounder principles have led to the denial of the right to authorize such public conveniences as hitching posts, a band stand, a voting booth, and an electric lighting plant. *Lacey* v. *Oskaloosa*, *supra; Atterbury* v. *West*, 139 Mo. App. 180, 122 S. W. 1106; *Haberlil* v. *Boston*, 190 Mass. 358, 76 N. E. 907; *McIlhinny* v. *Trenton*, 148 Mich. 380, 111 N. W. 1083. On the same grounds, the right to authorize the erection of lunch, fruit, and news stands has been specifically denied. *Costello* v. *State*, 108 Ala. 45, 18 So. 820; *Pagames* v. *Chicago*, 111 Ill. App. 590. See *People ex rel. Pumpyansky* v. *Keating*, 168 N. Y. 390, 61 N. E. 637.

RULE AGAINST PERPETUITIES — OPTION TO PURCHASE FEE — VALIDITY IN EQUITY AND AT LAW. — A contract provided, *inter alia*, that the V. M. Co., would at any time within 25 years at the option of H or his assigns convey a certain plot of land upon the payment of a fixed sum. The assignee of H, the plaintiff corporation, chose to exercise the option, but the defendant corporation, successor to the V. M. Co., refused to convey. The plaintiff seeks alternatively specific performance in equity, or damages at law for breach of contract. *Held*, that no relief can be granted. *Eastman Marble Co.* v. *Vermont Marble Co.*, 128 N. E. 177 (Mass.).

The option is, by the better view, unenforceable in equity. *London & South Western R. Co.* v. *Gomm*, 20 Ch. D. 562; *Winsor* v. *Mills*, 157 Mass. 362, 32 N.E. 352. *Contra*, *Hollander* v. *Central Metal & Supply Co.*, 109 Md. 131, 71 Atl. 442. Upon the question whether the contract is void at law so that damages cannot be recovered, the court is confessedly at variance with the only other direct authority upon the precise point. See *Worthing Corp.* v. *Heather*, [1906] 2 Ch. 532. Tending to support the English result are the decisions that the rule against perpetuities does not apply to contracts but merely to limitations upon property. *Walsh* v. *Sec. of State for India*, 10 H. L. C. 367. See GRAY, RULE AGAINST PERPETUITIES, 3 ed., §§ 329–330 c. On the other hand, it is argued, as in the principal case, that there is a general policy against restraints upon alienation, of which the rule against perpetuities is merely one manifestation. And it is contended that any contract infringing this policy is entirely analogous to a contract against public morals. See 20 HARV. L. REV. 240; 51 SOL. J. R. 648; 51 *id.*, 669. The force of this argument must be conceded. Yet it is questionable whether the policy is strong enough to justify an extension of a property rule to the law of contracts. Moreover, arguments based upon a general policy are bound to interfere with the certainty in application of fixed rules, which is desirable in property law.

STATUTE OF FRAUDS — PROMISE TO ANSWER FOR DEBT, DEFAULT OR MISCARRIAGE OF ANOTHER — CONSIDERATION MOVING DIRECTLY TO THE PROMISSOR. — The defendant was the owner of a house upon which the plaintiff had a lien for wages due from a contractor. The defendant orally promised the plaintiff that if the latter did not enforce the lien, he would pay the plaintiff the wages due. *Held*, that the promise was not within the Statute of Frauds. *Bova* v. *Scorpio*, 110 Atl. 417 (R. I.).

The principal case is one in which most courts would hold that the surrender of security to a new promissor by the creditor prevents the promise from falling within the Statute of Frauds. *Johnson* v. *Huffaker*, 99 Kan. 466, 162 Pac. 1150;